

## **RENTAL AGREEMENT CONDITIONS**

Throughout the following conditions, UNIVERSITY shall refer to the University of Waterloo, and THEATRE shall refer to the Department of Communication Arts, a department of the University of Waterloo.

R1. The basic rental fee shall include, without additional charge, the use of any or all technical equipment available in the theatre on the date(s) of occupation, except for those items listed in the Contract fee schedule which may be used at the listed additional charge. The provision of extra equipment shall be the responsibility of the LESSEE and its use subject to the supervision of THEATRE personnel. The basic rental fee includes up to eight (8) hours of venue rental, which consists of three (3) hours immediately prior to the performance time for load in and set up, the time for the performance, and two (2) hours immediately following the performance for load out and restoring of the space.

R2. The LESSEE agrees to pay to the proper authority any taxes, charges, or levies payable under the Retail Sales Tax Act, the Excise Tax Act, or payable to any other authority because of the LESSEE's use of the THEATRE facilities and to factor the cost of such taxes, charges, or levies into any admission fee charged to the public.

R3. The LESSEE shall procure, at its expense, all licences and permits from municipal or provincial authority, which may be required pursuant to the rental or use of premises under this AGREEMENT.

R4. The LESSEE must take out with an Insurer licensed to carry on business in Ontario, at the expense of the LESSEE, a comprehensive policy of public liability and property damage insurance acceptable to THEATRE providing insurance coverage in respect of any one occurrence of at least two million dollars (\$2,000,000), exclusive of interest and costs, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property arising in connection with the function or use as a result of any act or omission of the LESSEE or the group represented by or affiliated with the LESSEE named hereon, their members, officers, employees, volunteers, agents or contractors or any person who attends the function or Use. THEATRE requires that the insurance policy name the University of Waterloo as additional insured as their interest may appear and the LESSEE shall provide a certified copy of the policy or a certificate thereof to THEATRE two (2) weeks before the use. Copies should be emailed to the Director of Production and Rentals Coordinator. If the certified copy of the policy is not received in a timely manner, the THEATRE has the right to cancel LESSEE's use of the space.

R5. The University will not be advertised or used by the LESSEE for any purpose other than that set out in this AGREEMENT.

R6. The LESSEE will reimburse the THEATRE for any damages to properties or facilities that are directly attributable to the LESSEE's use of the theatre. Any alterations required by the LESSEE to the premises and the introduction by the LESSEE of stage sets, decorations, or attachments of any kind into the theatre and their surrounding areas shall be subject to prior approval of the Director of Production & Theatre Operations and/or the Technical Coordinator for the space. The cost of such alterations, decorations, or attachments and the restoration of the premises to their original state shall be the financial responsibility of the LESSEE.

R7. Local and University safety regulations must always be observed including restrictions on set materials and the prevention of aisle obstruction.

R8. Any vehicles brought onto the campus of the University shall be subject to the parking regulations of the

University. When possible, the THEATRE may make one (1) service pass available to the LESSEE for loading and unloading purposes.

R9. Refreshments, other than bottled water, are not permitted in the theatre. Smoking or vaping is not permitted in any building. The use of audio or visual recording equipment is not permitted during events without prior arrangement with the Director of Production & Theatre Operations and/or the Technical Coordinator of the space. Pets are not permitted inside university buildings. This does not apply to service animals or animals that are used in performances. For the latter, arrangements should be made with the Director of Production & Theatre Operations and/or the Technical Coordinator of the space. Arrangements must be made at least one (1) week prior to event.

R10. Should the LESSEE or its employees, agents, or anyone directly responsible to the LESSEE illegally bring restricted substances into the theatre the scheduled event may be immediately cancelled by the Director of Production & Theatre Operations and/or the Technical Coordinator of the space. Should the liquor licence of the University be impaired in any way by such illegal acts, the LESSEE will be held legally and financially responsible to the University for any damages arising.

R11. The THEATRE will, always, retain control of the management of the venues and the LESSEE shall strictly adhere to the decisions and instructions of the Director of Production & Theatre Operations and/or the Technical Coordinator of the space.

R12. The THEATRE reserves the right to determine the number and types of personnel required for the proper staffing of any event. If it becomes necessary to cancel scheduled staff, the theatre requires 3 business days' notice for the cancellation of shifts. Should appropriate notice not be given, the LESSEE will be billed for the time of the cancelled staff.

R13. Labour charges billed to the LESSEE will be based on actual time worked by employees. A minimum of four (4) hours worked for technical employees and three (3) hours worked for Front of House employees shall be billed for each employee each day. When an employee of the THEATRE is required to be on duty for more than eight (8) hours in any given day, and/or past midnight, on any given day, and/or for more than forty (40) hours in a week, charges more than eight hours, and/or over forty hours in one week will be billed at one and one-half (1½) times the contracted rate. Charges for work on public holidays will be based on the Ontario Ministry of Labour Employment Standards. For work after midnight, LESSEE will pay for transportation home by taxi for THEATRE staff.

R14. Employees of the THEATRE are entitled to a paid fifteen-minute (15) break after two and one-half (2½) hours work, and to an additional unpaid sixty-minute (60) break after five (5) hours of work. Infringing upon these breaks, the LESSEE will be charged \$50.00 per employee.

R15. The LESSEE agrees to indemnify and save harmless the UNIVERSITY, its servants, and agents, against any and all liability, loss, damages, costs and expenses which it may incur, suffer or be required to pay by reason of the use of the University property by the LESSEE. Without limiting the generality of the foregoing, the LESSEE hereby agrees to indemnify and save harmless the University against all claims arising out of infringement of royalty rights, copyrights, SOCAN charges, slander or libel which may occur because of a public performance or speeches.

R16. The LESSEE understands and agrees that this AGREEMENT may be cancelled by either party, with just cause, subject to at least three (3) weeks' notice and that in the event of such cancellation all rental fees will be refunded,

except as prescribed in the Cancellation policy addendum, but there will be no claims or rights to damages, or reimbursement on account of any loss, damage or expense whatsoever. Notice of cancellation by the THEATRE shall be sent by postal or electronic mail to the LESSEE at an address on file for the LESSEE. If notice of cancellation by the LESSEE is received by the THEATRE less than three (3) weeks prior to the event, the LESSEE will pay ten percent of the rental fee, all costs incurred by the THEATRE to date and all minimum part time labour expenses, unless otherwise prescribed in the Cancellation policy addendum.

Notice of cancellation by the LESSEE should be addressed to:

The Director of Production & Theatre Operations  
ML 122  
University of Waterloo  
200 University Avenue West  
Waterloo ON N2L 3G1

Furthermore, if the theatre is damaged or is otherwise unusable during the period contemplated in this AGREEMENT, for reasons beyond the control of the THEATRE, the LESSEE will be entitled to a refund of all rental deposit amounts paid to the THEATRE, but the LESSEE shall have no claim or right to damages against the THEATRE, nor shall it be entitled to any reimbursement on account of any loss, damage, or expense whatsoever.

R17. The LESSEE will contact the THEATRE Director of Production & Theatre Operations and/or the Technical Coordinator of the space, at (519) 888-4767, at least three (3) weeks prior to the event to communicate event details including but not limited to technical and scheduling information.

R18. No assignment or transfer of this AGREEMENT may be made by the LESSEE without written consent of the THEATRE.

R19. A rental deposit may be required pursuant to this AGREEMENT and if so, will be stipulated on the AGREEMENT. Said deposit will be due in full, with signed contract, in the office of the THEATRE no later than three (3) weeks prior to the contracted event. Any rental deposit received will be applied against invoice payment upon settlement.

R20. The LESSEE will submit, upon demand, documentation confirming that the LESSEE has obtained all licenses required to perform and/or record copyrighted material. Failure to produce such documentation will be grounds to refuse the use of the facility.

R21. The THEATRE reserves the right to require additional security through either the UWaterloo Special Constables or the Waterloo Regional Police Services at the expense of the LESSEE should the staff not feel safe in the duties of their works. If the THEATRE believes that the LESSEE's event does not follow UWaterloo's Policy 71 regulation, the THEATRE can cancel the booking at any time either prior to or during the event.